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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re

CASH CLOUD, INC.,
dba COIN CLOUD,

Debtor.

Case No. BK-S-23-10423-MKN

Chapter 11

**SIXTH OMNIBUS MOTION FOR ENTRY
OF ORDER APPROVING REJECTION OF
EXECUTORY CONTRACTS AND
UNEXPIRED LEASES PURSUANT TO 11
U.S.C. § 365(a) AND DISPOSAL OF
CERTAIN PERSONAL PROPERTY
INCLUDING SURRENDER AND
TERMINATION OF THE AUTOMATIC
STAY AND/OR ABANDONMENT**

Hearing Date: April 20, 2023

Hearing Time: 10:30 a.m.

Estimated Time for Hearing: 20 Minutes

**PLEASE TAKE NOTICE THAT IF YOU ARE RECEIVING NOTICE OF THIS
MOTION, YOU SHOULD LOCATE YOUR NAME AND CONTRACT OR LEASE
LISTED ON EXHIBIT 2 ATTACHED HERETO. NAMES ARE LISTED
ALPHABETICALLY WITH THE CORRESPONDING CONTRACT OR LEASE**

Cash Cloud, Inc. (“Cash Cloud” or “Debtor”), debtor and debtor in possession in the above-captioned chapter 11 case (the “Chapter 11 Case”), by and through its undersigned counsel, Fox Rothschild LLP, respectfully submits this motion (the “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit 1**,¹ approving the rejection of contracts and/or unexpired leases set forth in **Exhibit 2** attached hereto pursuant to Bankruptcy Code² § 365(a), and approving the disposal of certain personal property, including without limitation, surrender of property and termination of the automatic stay pursuant to Bankruptcy Code § 362(d) in favor of a party who has a secured or lease interest in certain property, and/or abandonment of property under Bankruptcy Code § 554(a).

This Motion is made and based on the *Declaration of Christopher Andrew McAlary* (the “McAlary Declaration”) filed in support hereof, the following points and authorities, the papers and pleadings on file with the Court in this Chapter 11 Case, and any oral argument the Court may entertain at the hearing on the Motion.

Dated this 23rd day of March, 2023.

FOX ROTHSCHILD LLP

By: /s/ Jeanette E. McPherson

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POINTS AND AUTHORITIES

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (O).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

¹ After notice of this Motion, revisions to this proposed order may be made.

² All references to “chapter” and “section” herein shall be to the “Bankruptcy Code” appearing in Title 11 of the U.S. Code; all references to a “Bankruptcy Rule” shall refer to the Federal Rules of Bankruptcy Procedure.

3. The statutory basis for the relief requested herein is 11 U.S.C. §§ 105(a), § 362(d), 365(a), and 554, and Bankruptcy Rules 4001, 6004, 6006, 6007, and 9014.

4. Pursuant to Local Rule 9014.2, the Debtor consents to entry of final order(s) or judgment(s) by the bankruptcy judge if it is determined that the bankruptcy judge, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

II. BACKGROUND

A. Debtor's Filing

5. On February 7, 2023 (the "Petition Date"), the Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

6. The Debtor is authorized to operate its business and manage its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. An Official Committee of Unsecured Creditors was appointed on or about February 17, 2023.

B. Debtor's Business And Contracts And/Or Leases

8. As described in greater detail in the Omnibus Declaration of Christopher Andrew McAlary in Support of Emergency First Day Motions [ECF 19], the Debtor was formed as a Nevada corporation for the purpose of providing a platform for customers to buy and sell digital currencies through Digital Currency Machines ("DCMs") distributed across the United States. DCMs are an advanced version of the kiosks commonly referred to as Bitcoin ATMs or BTMs, that enable a consumer to both (a) buy bitcoin as well as 30+ other digital currencies with cash, and (b) sell digital currency for cash. All of the Debtor's machines are DCMs offering two-way functionality, over 30 digital currency options, an advanced user interface and a custom non-custodial companion wallet app (available on the Apple App Store and the Google Play Store). See McAlary Declaration ¶ 6.

9. As of December 31, 2022, the Debtor operated approximately 4,800 DCMs, or kiosks ("Kiosk(s)") throughout the United States and Brazil, installed in some of the largest convenience, grocery and liquor store chains and prestigious malls. See McAlary Declaration ¶ 7.

10. To facilitate the installation of the Kiosks, Cash Cloud entered into numerous contracts (the “Contracts”) or leases (“Leases”) with various parties (“Counterparty” or “Counterparties”) having retail locations, including convenience stores, malls, and enterprise grocery stores. The terms in the Contracts and/or Leases vary. However, in general, the terms provide that Cash Cloud is permitted to install a Kiosk at a certain location (“Location”) in exchange for compensation being paid to the Counterparty. There are thousands of Contracts or Leases, and the nature and amount of compensation varies and is sometimes in the form of a fixed monthly rental payment or a variable portion of the profit of the Kiosk. The Contracts and/or Leases typically have a 3 to a 7-year term, with automatic renewals, unless terminated by either party. And, under certain “master” Contracts and/or Leases, wherein the Contract or Lease governs the installation of Kiosks at multiple, different Locations (as set forth within the exhibits attached thereto), the Contract or Lease contains terms that provide not only for the termination of the master agreement, as a whole, but also for either the Debtor or the Counterparty to terminate certain identified Locations. See McAlary Declaration ¶ 8.

C. Rejection of Contracts And/Or Leases

11. In connection with its efforts to preserve and maximize the value of its estate through the prosecution of this case, the Debtor, in its business judgment, has determined that certain Contracts and/or Leases are financially burdensome and do not provide benefit to the estate. The Locations subject to the Contracts and/or Leases that are listed on **Exhibit 2** are no longer needed. Further, the Debtor seeks to avoid depletion of the estate through accrual of administrative expenses associated with these Contracts and/or Leases. In addition, the Debtor has determined that there is no value to the estate in attempting to assume and assign the Contracts and/or Leases. Thus, rejection is in the best interests of creditors and other parties in interest. As such, the Contracts and/or Leases should be rejected. See McAlary Declaration ¶ 9.

D. Disposal of Remaining Property, Including Surrender, Termination of The Automatic Stay And/Or Abandonment

12. Further, if there is property remaining at a Location subject to a rejected Contract or Lease, such as Kiosks or related property (the “Remaining Property”), the Debtor will determine

1 how the Remaining Property should be disposed of, including whether it should be removed,
 2 abandoned, sold, or surrendered to a party that has a secured (or lease) interest in the Remaining
 3 Property. In the event that the Debtor determines that the Remaining Property (if any) should be
 4 surrendered to a party that has a secured or lease interest in the Remaining Property and the
 5 automatic stay terminated, it will make this determination because the Remaining Property is not
 6 necessary for an effective reorganization and there is little to no equity in the Remaining Property.
 7 In the event the Remaining Property is determined to be burdensome or of inconsequential value,
 8 the Debtor may determine, in its business judgment, that any Remaining Property be abandoned.

9 **E. Requested Relief**

10 13. Bankruptcy Code section 365(a) authorizes the Debtor, subject to this Court's
 11 approval, to reject any executory contract or unexpired lease. Based on its business judgment,
 12 Debtor has determined that the Contracts and/or Leases are financially burdensome to the estate and
 13 do not provide benefit to the estate. See McAlary Declaration ¶ 9. Accordingly, the Debtor seeks
 14 authority to reject the Contracts and/or Leases set forth on **Exhibit 2** as of the date of the filing of
 15 this Motion to prevent the incurrence of ongoing administrative expenses with respect to the
 16 Contracts and/or Leases. See McAlary Declaration ¶ 9.

17 14. Further, § 362(d)(2) allows for termination of the automatic stay if there is
 18 insufficient equity in the property and it is not needed for an effective reorganization. In the event
 19 the Debtor, in its business judgment, determines that it will surrender the Remaining Property to the
 20 secured creditors and that it does not have equity in the Remaining Property and the Remaining
 21 Property is not necessary for an effective reorganization, the Debtor requests that an order be
 22 entered terminating the automatic stay. Further, Bankruptcy Code section 554 authorizes the
 23 abandonment of property, subject to this Court's approval. In the event the Debtor, in its business
 24 judgment, determines that the Remaining Property, if any, is burdensome or of inconsequential
 25 value or benefit to the estate, the Debtor requests that such abandonment be approved. See McAlary
 26 Declaration ¶ 10-12. The Debtor requests that the date of the filing of this Motion be deemed the
 27 date of notice of abandonment.

28 ///

III. MEMORANDUM OF LAW

A. The Debtor's Decision To Reject The Contracts And/Or Leases Should Be Approved

15. Section 365 of the Bankruptcy Code provides that “the trustee, subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). “Under the Code, most courts have applied a ‘business judgment’ test to trustees’ decisions to assume or reject contracts or leases.” 3 Collier on Bankruptcy ¶ 365.03[2] (16th Ed. 2016). “In making its determination, a bankruptcy court need engage in only a cursory review of a debtor-in-possession’s decision to reject the contract.” Agarwal v. Pomona Valley Med. Group, Inc. (In re Pomona Valley Med. Group, Inc.), 476 F.3d 665, 670 (9th Cir. 2007) (internal punctuation omitted).

16. “[I]n evaluating the rejection decision, the bankruptcy court should presume that the debtor-in-possession acted prudently, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate.” Id., at 670. In the Ninth Circuit, a bankruptcy court “should approve the rejection of an executory contract under § 365(a) unless it finds that the debtor-in-possession’s conclusion that rejection would be advantageous is so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, or whim or caprice.” Id. (internal punctuation omitted).

17. The Debtor’s decision to reject the Contracts and/or Leases reflects the Debtor’s exercise of sound business judgment and is in the best interests of the Debtor, its estate, and its creditors. The Debtor has determined that the Contracts and/or Leases are not necessary for the Debtor’s operations and are financially burdensome and not beneficial to the estate. The Leases are not a source of potential value for the Debtor’s future operations, creditors, or interest holders, and are believed to not be marketable given their terms and constitute an unnecessary drain on the Debtor’s limited resources. See McAlary Declaration ¶ 9. Accordingly, the Debtor submits that its decision to reject the Contracts and/or Leases is a sound exercise of its business judgment and should be approved.

B. Rejection As of the Date of the Filing of This Motion

18. This Court has authority to approve the rejection of executory contracts or leases as

of the date of the filing of the motion for rejection. Section 365 of the Bankruptcy Code does not expressly provide whether courts may order rejection to be effective retroactively. However, courts have held that bankruptcy courts may exercise their equitable powers in granting such a retroactive order when they conclude that doing so promotes the purposes of Section 365, and that after balancing the equities of a case, equities weigh in favor the debtor. See, e.g., Pac. Shores Dev., LLC v. At Home Corp. (In re At Home Corp.), 392 F.3d 1064, 1065 (9th Cir. 2004) (affirming order authorizing rejection as of date of filing of motion), cert. denied, 564 U.S. 814 (2005); Thinking Machines Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.), 67 F.3d 1021, 1028-29 (1st Cir. 1995) (bankruptcy court has power to approve rejection as of date of filing motion); In re Amber's Stores, Inc., 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996)(holding that the lease should be deemed rejected as of the petition date due to the equities of case). Although this caselaw pertains to the rejection of nonresidential real property leases, the rationale contained therein is applicable to executory contracts. The Ninth Circuit in In re At Home Corp., explained that “the equitable authority recognized in Thinking Machines has been imported to contexts other than unexpired nonresidential leases,” citing to Malden Mills Indus., Inc. v. Maroun (In re Malden Mills Indus., Inc.), 303 B.R. 688, 701 (B.A.P. 1st Cir. 2004) and its application of this principle to abandonment of personal property. 392 F.3d at 1070. The Debtor further notes that the Ninth Circuit’s holding in In re At Home Corp., 392 F.3d 1064 (9th Cir. 2004) allowing rejection as of the date of the motion has been found to be undisturbed by the Court’s holding in Roman Catholic Archdiocese of San Juan v. Acevedo Feliciano, ___ U.S. ___, 140 S.Ct. 696 (2020). See In re Player’s Poker Club, Inc., 636 B.R. 811 (Bankr. C.D.Cal. 2022).

19. Balancing the equities in this case, approving rejection of the Contracts and/or Leases as of the date of this Motion is appropriate. The Debtor has promptly filed this Motion and promptly set it for hearing giving Counterparties notice of this Motion and the Debtor’s intention. Without the authority to reject as of the Motion filing date, the Debtor may be forced to incur potential administrative expenses for agreements that provide no benefit to the estate to the detriment of creditors and other stakeholders. Further, allowing the Debtor to reject the Contracts and/or Leases will not unduly prejudice the Counterparties because the Counterparties will receive

notice of the Motion and therefore will have sufficient opportunity to object if they so choose. Indeed, the Counterparties may benefit from the rejection as they will be relieved of obligations under the Contracts and/or Leases. Accordingly, the rejection of the Contracts and/or Leases should be approved as of the date of the Motion.

C. The Debtor's Decision To Terminate The Automatic Stay And/Or To Abandon Remaining Property, If Made, Should Be Approved

20. If there is Remaining Property at any of these numerous Locations, the Debtor will determine how the Remaining Property should be disposed of, including whether it should be removed, abandoned, sold, or surrendered to a party that has a secured or lease interest in the Remaining Property with the automatic stay being terminated. See McAlary Declaration ¶¶ 10-12.

21. Section 362(d)(2) of the Bankruptcy Code provides that “[o]n request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay— . . . (2) with respect to a stay of an act against property under subsection (a) of this section, if—(A) the debtor does not have an equity in such property; and (B) such property is not necessary to an effective reorganization[.]”

22. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). The right to abandon is virtually unfettered, unless abandonment of the property will contravene laws designed to protect public health and safety and the property poses an imminent threat to the public’s welfare. See In re Midlantic Nat’l Bank, 474 U.S. 494, 501 (1986). Neither of these limitations is applicable given the relevant facts.

23. The Debtor submits that **if** it determines that the Remaining Property (if any) should be surrendered to a party that has a secured or lease interest in the Remaining Property and the automatic stay terminated, it will make this determination because the Remaining Property is not necessary for an effective reorganization and the Debtor has little to no equity in the Remaining Property. Thus, the Debtor’s determination to surrender the Remaining Property to a party who has

1 a secured or lease interest will reflect the Debtor's exercise of sound business judgment, taking into
 2 account the best interests of the Debtor, its estate, its creditors and other parties in interest. See
 3 McAlary Declaration ¶ 10-11. Accordingly, it is requested that if the Debtor determines that the
 4 Remaining Property should be surrendered, that the automatic stay be terminated pursuant to 11
 5 U.S.C. § 362(d)(2).

6 24. Further, the Debtor submits that if it determines that the Remaining Property (if any)
 7 should be abandoned, it will make this determination because the Remaining Property is either
 8 burdensome to the estate, as removal and storage of the Remaining Property is likely to exceed any
 9 net proceeds from this property, or is of inconsequential value and benefit to the estate. See
 10 McAlary Declaration ¶ 12. Thus, the Debtor's determination to abandon will reflect the Debtor's
 11 exercise of sound business judgment, taking into account the best interests of the Debtor, its estate,
 12 its creditors and other parties in interest. See McAlary Declaration ¶ 12. Accordingly, it is
 13 requested that if the Debtor determines any Remaining Property should be abandoned, that the
 14 Remaining Property shall be deemed abandoned pursuant to 11 U.S.C. § 554 as of the date of the
 15 Motion.

16 IV. WAIVER OF BANKRUPTCY RULES 4001 and 6004(h)

17 25. To implement the Debtor's foregoing requests successfully, the Debtor, to the extent
 18 applicable, seeks a waiver of the 14-day stay of any order pursuant to Fed.R.Bankr. P. 4001 and
 19 6004(h).

20 V. RESERVATION OF RIGHTS

21 26. Nothing contained herein is intended or should be construed as an admission of the
 22 validity of any claim against the Debtor, a waiver of the Debtor's rights to dispute any claim, or an
 23 approval or assumption of any agreement, contract, or lease under section 365 of the Bankruptcy
 24 Code. The Debtor expressly reserves its rights to contest any invoice or claim related to the relief
 25 requested herein in accordance with applicable law.

26 VI. NOTICE

27 27. Notice of this Motion has been given by electronic mail or first class mail to the
 28 following parties or their counsel: (a) the Office of the United States Trustee for the District of

Nevada; (b) counsel for the Official Committee of Unsecured Creditors; (c) counsel to Debtor's secured creditors; (d) counsel to parties that have a lease interest in the Remaining Property; (e) the counterparties to the Contracts and/or Leases; and (f) all parties that have filed a Rule 2002 Notice Request in the Chapter 11 Case. In light of the nature of the relief requested, Debtor respectfully submits that such notice is appropriate and sufficient under the circumstances and that no further notice is necessary.

CONCLUSION

WHEREFORE, for all of the foregoing reasons, Debtor respectfully requests that this Court enter an Order granting this Motion, substantially in the form attached hereto as **Exhibit 1**, and (a) approving the rejection of the Contracts and/or Leases set forth on **Exhibit 2** attached hereto, as of the date of the filing of this Motion; (b) approving termination of the automatic stay as of the date of the filing of this Motion in connection with the surrender of the Remaining Property to a secured creditor; (c) approving abandonment of the Remaining Property as of the date of the filing of this Motion to the extent set forth herein (that is, only if the Debtor has determined the Remaining Property should be abandoned), and (d) granting such other and further relief as this Court deems appropriate.

Dated this 23rd day of March, 2023.

FOX ROTHSCHILD LLP

By: /s/ Jeanette E. McPherson

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EXHIBIT 1
PROPOSED ORDER

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

CASH CLOUD, INC.,
dba COIN CLOUD,

Debtor.

Case No. BK-S-23-10423-MKN
Chapter 11

**ORDER GRANTING SIXTH OMNIBUS
MOTION FOR ENTRY OF ORDER
APPROVING REJECTION OF
EXECUTORY CONTRACTS AND
UNEXPIRED LEASES PURSUANT TO 11
U.S.C. § 365(a) AND DISPOSAL OF
CERTAIN PERSONAL PROPERTY
INCLUDING SURRENDER AND
TERMINATION OF THE AUTOMATIC
STAY AND/OR ABANDONMENT**

Hearing Date: April 20, 2023
Hearing Time: 10:30 a.m.

The Court having reviewed and considered Debtor's motion [ECF ____] (the "Motion")¹ for an order approving the rejection of Contracts and/or Leases pursuant to 11 U.S.C. § 365(a), terminating the automatic stay pursuant to 11 U.S.C. § 362(d) in favor of secured creditors if the Debtor surrenders the Remaining Property, and authorizing abandonment of the Remaining Property pursuant to 11 U.S.C. § 554(a), if the Debtor has made the determination that abandonment is appropriate; and upon consideration of the McAlary Declaration and arguments of counsel; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; the Court having determined that the rejection of the Contracts and/or Leases is a sound exercise of the Debtor's business judgment and is in the best interests of Debtor, its creditors and all other parties in interest; the Court having determined that termination of the automatic stay in favor of a secured creditor whose collateral is affected is appropriate; the Court having determined that abandonment of Remaining Property, if so determined by the Debtor, is a sound exercise of the Debtor's business judgment and is in the best interests of Debtor, its creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby,

ORDERED that the Motion is **GRANTED** in its entirety; and it is further

ORDERED that the Debtor's rejection of the Contracts and/or Leases, attached hereto as **Exhibit 1**, pursuant to 11 U.S.C. § 365(a) is approved effective as of the date of the filing of the Motion; and it is further

ORDERED that the date of the filing of the Motion shall be deemed to be the date of notice of abandonment of the Remaining Property; and it is further

ORDERED that the Remaining Property is abandoned effective as of the date of the filing

¹ Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Motion.

1 of the Motion, and the Remaining Property shall be surrendered and abandoned to the creditors who
 2 are secured by the Remaining Property. The Remaining Property may be retrieved by the
 3 respective secured creditor from the Location, or any party authorized by the Debtor, within seven
 4 (7) days of entry of this Order; and, after seven (7) days of the date this Order is entered, if the
 5 Remaining Property has not been removed, it may be disposed of by the Counterparty; and it is
 6 further

7 **ORDERED** that the automatic stay is terminated pursuant to 11 U.S.C. § 362(d)(2) to allow
 8 any secured creditor who has a collateral interest in the Remaining Property to exercise its rights to
 9 foreclose on or otherwise dispose of such property in accordance with applicable non-bankruptcy
 10 law; and it is further

11 **ORDERED** that Enigma Securities Limited (“Enigma”) reserves all rights with respect to
 12 the Remaining Property in which it holds an interest, including but not limited to rights it may be
 13 determined to have, if any, with respect to (a) the valuation of its collateral (the “Enigma
 14 Collateral”), (b) cash contained within any abandoned Kiosk that Enigma has asserted is Enigma
 15 Collateral, and (c) the impact of abandonment on the amount of Enigma’s secured claim; and it is
 16 further

17 **ORDERED** that Genesis Global Holdco, LLC (“Genesis”) reserves all rights with respect to
 18 the Remaining Property in which it holds an interest, including but not limited to rights it may be
 19 determined to have, if any, with respect to (a) the valuation of its collateral (the “Genesis
 20 Collateral”), (b) cash contained within any abandoned Kiosk that Genesis has asserted is Genesis
 21 Collateral, and (c) the impact of abandonment on the amount of Genesis’s secured claim; and it is
 22 further

23 **ORDERED** that nothing herein shall serve as a waiver of any claims of the Debtor, its
 24 estate or the Committee against any party holding an interest in the Remaining Property, and the
 25 Debtor, its estate and the Committee expressly reserve any and all of their rights with respect to any
 26 claims of any creditor arising in connection with the rejection of the Contracts or Leases, surrender
 27 of the Remaining Property, and abandonment of the Remaining Property, or claims or issues related
 28 thereto, including, without limitation (a) the valuation of a secured creditor’s collateral interest, (b)

whether any cash contained in any abandoned Kiosk is a secured creditor's collateral or belongs to any other creditor or the Debtor, and (c) the determination of any party's proof of claim, including without limitation a secured creditor's or lease holder's claim, including without limitation all related claims of the Debtor, its estate or the Committee for setoff and/or damages; and it is further

ORDERED that the abandonment of the Remaining Property shall not impair, waive, limit, or otherwise affect, and shall be subject to, any and all claims, ownership interests and contractual rights of OptConnect Management LLC ("OptConnect") in connection with any Remaining Property (and any equipment or hardware connected thereto), which are reserved and preserved in all respects, and nothing in this Order or any abandonment of Remaining Property as a result of this Order shall grant any third party any rights over OptConnect's assets that form part of the Remaining Property (and any equipment or hardware connected thereto); and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation or interpretation of this Order; and it is further

ORDERED that notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion; and it is further

ORDERED that, to the extent applicable, the 14-day stay under Fed.R.Bankr. P. 4001 and Fed.R.Bankr. P. 6004(h) is waived.

Prepared And Respectfully Submitted By:

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1 APPROVED/DISAPPROVED

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8 APPROVED/DISAPPROVED

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18 APPROVED/DISAPPROVED

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14 *Counsel for Enigma Securities Limited*

15 APPROVED/DISAPPROVED

16 **DECHERT LLP**

17 By: _____

18 CRAIG P. DRUEHL, ESQ.

Three Bryant Park

19 1095 Avenue of the Americas

New York New York 10036-6797

20 and

21 **LAW OFFICE OF BRIAN D. SHAPIRO, LLC**

BRIAN D. SHAPIRO, ESQ.

Nevada Bar No. 5772

23 510 S. 8th Street

Las Vegas, Nevada 89101

24 *Counsel for OptConnect Management LLC*

APPROVED/DISAPPROVED

CLEARY GOTTlieb STEEN & HAMILTON LLP

By: _____

SEAN A. O'NEAL, ESQ. (*Admitted Pro Hac Vice*)
JANE VANLARE, ESQ. (*Admitted Pro Hac Vice*)
MICHAEL WEINBERG, ESQ. (*Pro Hac Vice* forthcoming)
One Liberty Plaza
New York, New York 10006

and

SNELL & WILMER L.L.P.

ROBERT R. KINAS, ESQ. (Nevada Bar No. 6019)
BLAKELEY E. GRIFFITH, ESQ. (Nevada Bar No. 12386)
CHARLES E. GIANELLONI, ESQ. (Nevada Bar No. 12747)
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169

Counsel for Genesis Global Holdco LLC

CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021

In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

- ☐ The Court has waived the requirement of approval in LR 9021(b)(1).
- ☐ No party appeared at the hearing or filed an objection to the motion.
- ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:
- ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

###

EXHIBIT 1 TO PROPOSED ORDER
CONTRACTS AND/OR LEASES TO BE REJECTED

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Frisella Laundormat LLC	Attn: Michael Frisella 8623 Big Bend St. Louis, MO 63119	Attn: Michael Frisella 1145 Bellevue Ave Richmond Heights, MO 63117	115322
Fuel Centers Environmental Management LLC dba DFW Oil Energy LLC**	Attn: Sami N Ebrahim and Essam Shehata 1111 N Belt Line #100 Garland, TX 75040	c/o Payless Fuel Center Coit/190 18120 Coit Rd Dallas, TX 75252	119410
		c/o FM 2 3313 Long Prairie Rd Flower Mound, TX 75022	119696
Gamer Gas & Groceries	Attn: Kirubel Tekle 4105 Taylor Blvd Ste B Louisville, KY 40215	Attn: Kirubel Tekle 4105 Taylor Blvd Ste B Louisville, KY 40215	119489
Gators Computers LLC	Attn: William McNeel 89 North Columbus Ave Louisville, MS 39339-2600	87 N Columbus Ave Louisville, MS 39339	116267
Gators Computers LLC	Attn: William Mcneel 89 North Columbus Ave Louisville, MS 39339-2600	6195 Highway 45 ALT South West Point, MS 39773	118448
Gators in Philadelphia	Attn: William McNeel 89 North Columbus Ave Louisville, MS 39339-2600	229 W Beacon St Philadelphia, MS 39350	115368
Get Pro Tech Inc.	Attn: Fiaz Ahmad 1604 7th St Moline, IL 61265	Attn: Fiaz Ahmad 1604 7th St Moline, IL 61265	118016
Gizmos Mini Mart LLC	Attn: Hanif Brown 708 Boulevard East A1 Weehawken, NJ 07086	332 W Broadway Suite 105 Louisville, KY 40202	116769
Global Postal Center	Attn: Kenneth Villacorta 21704 Devonshire St Los Angeles, CA 91311	Attn: Kenneth Villacorta 21704 Devonshire St Los Angeles, CA 91311	122475
Good 2 Go Auto Group LLC	Attn: Ryan Ansley 2245 W Sugar Creek Rd Charlotte, NC 28262-3142	Attn: Ryan Ansley 2245 W Sugar Creek Rd Charlotte, NC 28262-3142	116130
Good Time Liquors	Attn: Aaron Klunthong 5805 N 56th St Tampa, FL 33610	Attn: Aaron Klunthong 5805 N 56th St Tampa, FL 33610	118651
GoodSpot, LLC	Attn: Mazen T Mustafa 2201 W National Ave Milwaukee, WI 53204	Attn: Mazen T Mustafa 2201 W National Ave Milwaukee, WI 53204	115050

** This Counterparty holds a Master Lease Agreement with multiple locations. All Kiosk Locations under this contract are being rejected.

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Greek Plate Gyro's	Attn: Brian Balla 811 Market St Chattanooga, TN 37402	Attn: Brian Balla 811 Market St Chattanooga, TN 37402	115306
Hala Express, LLC	Attn: Mansoor Fadel 1791 Magnolia Dr Macon, MS 39341-2036	1773 Magnolia Dr Macon, MS 39341	113812
Hammerhead Tattoo	Attn: Benjamin Duarte 2521 S Archer Ave Chicago, IL 60608	Attn: Benjamin Duarte 2521 S Archer Ave Chicago, IL 60608	124006
Henderson Oil Co.**	Attn: John Haigh 745 Ashe St Hendersonville, NC 28792	310 Rosman Hwy Brevard, NC 28712	141991
		508 NC-9 Black Mountain, NC 28711	141993
High Touch Pharmacy, LLC	Attn: Zalak Y Shah 344 W Grand St Elizabeth, NJ 07202	Attn: Zalak Y Shah 344 W Grand St Elizabeth, NJ 07202	119189
Hilo Loan Shop	Attn: Michael Smallwood 64 Mamo St Hilo, HI 96720	Attn: Michael Smallwood 64 Mamo St Hilo, HI 96720	123927
HKR Inc	Attn: Harpal Singh 4315 West Dickman Rd Springfield, MI 49037	Attn: Harpal Singh 4315 West Dickman Rd Springfield, MI 49037	120642
Hock It to Me Pawn	Attn: Kory Simmons 526 Louisiana Blvd SE Albuquerque, NM 87108	Attn: Kory Simmons 526 Louisiana Blvd SE Albuquerque, NM 87108	119183
Holi Water LLC	Attn: Dante Orpilla 114 Kamehameda Ave Hilo, HI 96720	284 Keawe St Hilo, HI 96720	124005
Hop In	Attn: Ashwin Pokharel 214 E Walnut St Coleman, TX 76834	Attn: Ashwin Pokharel 214 E Walnut St Coleman, TX 76834	116127
Hopkins Liquor Store	Attn: Chanmakara Lee 712 11th Ave S Hopkins, MN 55343	Attn: Chanmakara Lee 712 11th Ave S Hopkins, MN 55343	116972
Hutchinson Oil Company, LLC	Attn: Brian Hutchinson PO Box 767 Elk City, OK 73648	320 S Clarence Nash Blvd Watonga, OK 73772	115351

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Hutchinson Oil Company, LLC	Attn: Brian Hutchinson PO Box 767 Elk City, OK 73648	2001 E 7th St Elk City, OK 76344	115352
Hutchinson Oil Company, LLC	Attn: Brian Hutchinson PO Box 767 Elk City, OK 73648	2136 W Gary Blvd Clinton, OK 73601	115354
iBuy4Resale, Inc	Attn: David Kosciusko 1530 Mineral Spring Ave North Providence, RI 02904	Attn: David Kosciusko 1530 Mineral Spring Ave North Providence, RI 02904	121598
Independence Mall Holding, LLC	Attn: Matt Ilbak 18801 East 39th St S Ste 2035 Independence, MO 64057	18801 East 39th St S Independence, MO 64057	142002
iPhix I.T. LLC	Attn: Dustin Peterson 516 Church St Ottumwa, IA 52501	Attn: Dustin Peterson 516 Church St Ottumwa, IA 52501	117932
ISA Food Inc.	Attn: Arshadullah Falah 2610 N 40th St Tampa, FL 33605	Attn: Arshadullah Falah 2610 N 40th St Tampa, FL 33605	118750
J2Z Ventures LLC	Attn: Rahim Bahadur Ali Jindani 4050 Haltom Rd Haltom City, TX 76117	1427 W Shady Grove Rd Irving, TX 75060	115360
Jay Gurudev LLC	Attn: Prafulbhai C Patel 1130 Springdale Rd Rock Hill, SC 29730	Attn: Prafulbhai C Patel 1130 Springdale Rd Rock Hill, SC 29730	116203
JAY RAJ INC DBA Central Warehouse Liquor	Attn: Tarun Patel 1060 Broad St Central Falls, RI 02863	Attn: Tarun Patel 1060 Broad St Central Falls, RI 02863	119693
John A. Spencer Oil Company Inc.	Attn: John Spencer 3080 Kernersville Rd Winston-Salem, NC 27107	Attn: John Spencer 3080 Kernersville Rd Winston-Salem, NC 27107	117528
Kanta LLC	Attn: Baljinder Singh 110 W Stockbridge Site B Kalamazoo, MI 49001	Attn: Baljinder Singh 110 W Stockbridge Site B Kalamazoo, MI 49001	119111
Kartaar AAG, Inc.	Attn: Gurwinder Singh 1366 Portage Street Kalamazoo, MI 49001	Attn: Gurwinder Singh 1366 Portage Street Kalamazoo, MI 49001	116401
Ken's SuperFair Foods	Attn: Paul Vetch 2105 6th Ave SE Aberdeen, SD 57401	106 N. Commercial Street Clark, SD 57225	139994

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Keys Technology Services Inc	Attn: Piotr Staniak 916A Kennedy Dr Key West, FL 33040	Attn: Piotr Staniak 916A Kennedy Dr Key West, FL 33040	122489
Killeen Mall	Attn: Bruce H Wood 2100 South WS Young Drive Killeen, TX 76543	Attn: Bruce H Wood 2100 South WS Young Drive Killeen, TX 76543	128175
King's Mart Inc.	Attn: Mahmmmd Badwan 1551 Hartman Ln Belleville, IL 62221	Attn: Mahmmmd Badwan 1551 Hartman Ln Belleville, IL 62221	108891
Kirby Food & Liquor	Attn: Lenish Kumar 303 Cedar St Champaign, IL 61820	Attn: Lenish Kumar 303 Cedar St Champaign, IL 61820	108637
Kona Reef Liquor & Deli	Attn: Allan Lee 75-6082 Ali'i Dr Kailua-Kona, HI 96740	Attn: Allan Lee 75-6082 Ali'i Dr Kailua-Kona, HI 96740	136862
Krikar LLC	Attn: Karthik Bharadwaj Pothumachi 1940 N Farwell Ave Milwaukee, WI 53202	Attn: Karthik Bharadwaj Pothumachi 1940 N Farwell Ave Milwaukee, WI 53202	115193
Kut Above Barber Shop	Attn: Ryan Ansley 2245 W Sugar Creek Rd Charlotte, NC 28262-3142	2807 W Sugar Creek Rd Charlotte, NC 28262	116129
L&A Music & Pawn LLC	Attn: Tony Langley 6215 Bells Ferry Rd Suite 300 Acworth, GA 30102	Attn: Tony Langley 6215 Bells Ferry Rd Suite 300 Acworth, GA 30102	123562
Lavanderia Abuelos, LLC	Attn: Levi Roy Wood 506 S Nursery Rd Ste 100 Irving, TX 75060	Attn: Levi Roy Wood 506 S Nursery Rd Ste 100 Irving, TX 75060	119932
Lavender Laundromat	Attn: Chandrabhanu Ranaweera 15330 Meadow Rd Lynwood, WA 98087	Attn: Chandrabhanu Ranaweera 14227 Tukwila International Blvd Tukwila, WA 98168	123314
Liberty Wireless of NC Inc	c/o Liberty Wireless I Attn: Mohammad Almersal 3321 Freedom Dr Charlotte, NC 28208	Attn: Mohammad Almersal 4003 Roschaven Dr Charlotte, NC 28205	147044
LifeLine Repairs, Inc.	3220 Cobb Pkwy Atlanta, GA 30339	3220 Cobb Pkwy Atlanta, GA 30339	141713
Lionhart Capital dba Richland Mall Holdings	2209 Richland Mall Mansfield, OH 44906	2209 Richland Mall Mansfield, OH 44906	128173

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Liquor Palace DBA A One Liquor Inc	Attn: Zalak Patel 3415 Breckenridge Ln Louisville, KY 40220	Attn: Zalak Patel 3415 Breckenridge Ln Louisville, KY 40220	116397
M&A Enterprises Inc.	Attn: Sharvan Khullar 20 Merlot Dr. Prosser, WA 99350	Attn: Sharvan Khullar 20 Merlot Dr. Prosser, WA 99350	122231
Maa Baba Alliance LLC	Attn: Syeda Jahan 12201 N Florida Ave Tampa, FL 33612	Attn: Syeda Jahan 12201 N Florida Ave Tampa, FL 33612	118899
Mac Food Mart-Brookwood	Attn: Ray McIntosh 10317 Buffton Rd Fort Wayne, IN 46809-3026	Attn: Ray McIntosh 10317 Buffton Rd Fort Wayne, IN 46809-3026	117466
MACNARB DVD LLC	Attn: Gregory Spanier 1505 OldField Dr Gautier, MS 39553-7517	2307 US-90 Gautier, MS 39553	114716
Mail Central Services	Attn: Troyekia Wynn 4813 Ridge Rd #11 Douglasville, GA 30134	Attn: Troyekia Wynn 4813 Ridge Rd #11 Douglasville, GA 30134	118612
Maruti 101 Corporation	Attn: Tejas Prabhudas Patel 4193 Hamilton Cleves Rd Fairfield, OH 45014	Attn: Tejas Prabhudas Patel 4193 Hamilton Cleves Rd Fairfield, OH 45014	123333
Mayflower Emerald Square LLC	Attn: Kenneth W Hamilton c/o Jones Lang LaSalle Americas Inc 14190 Collections Center Drive Chicago, IL 60693	Attn: Kenneth W Hamilton 999 S Washington St North Attleborough, MA 02760	128169
Maynard's Food Center	Attn: Gary Carlson 627 1st Ave Westbrook, MN 56183	Attn: Gary Carlson 627 1st Ave Westbrook, MN 56183	140997
Mccurdy's Liquor	Attn: Rupinder Kaur 5700 Dollarway Rd Pinebluff, AR 71602	Attn: Rupinder Kaur 5700 Dollarway Rd Pinebluff, AR 71602	122701
Miguel Barcenas	c/o Deco Facil 1238 S Beach Blvd Suite G Anaheim, CA 92804-4828	c/o Deco Facil 1238 S Beach Blvd Suite G Anaheim, CA 92804-4828	118829
Miska's Corner Store	Attn: Pritesh Patel 365 E North Ave. Glendale Heights, IL 60139	Attn: Pritesh Patel 365 E North Ave. Glendale Heights, IL 60139	115359

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
R&A Wireless World Inc.**	3680 W. Oakland Park Blvd. Lauderdale Lakes, FL 33311	Attn: Riyadh Ahmad 3680 W. Oakland Park Blvd. Lauderdale Lakes, FL 33311	123561
		Riyad Ahmad 8882 NW 7th Ave. Miami, FL 33150	128008
Monroe High Mart LLC	Attn: Youssef Alnhlaw 172 Main St Monroe, CT 06468	Attn: Youssef Alnhlaw 172 Main St Monroe, CT 06468	115371
Moser's	Attn: Denny Lee 900 North Keene Columbia, MO 65201	Attn: Denny Lee 900 North Keene Columbia, MO 65201	139838
Mountain Liquor Stores 1& 2, LLC	Attn: Manuel Torres 912 Texas Ave 3710 Shepperd Apt B El Paso, TX 79904	Attn: Manuel Torres 912 Texas Ave 3710 Shepperd Apt B El Paso, TX 79904	115194
MS Prosser Group LLC	Attn: Sharvan Khullar 1232 Meade Ave Prosser, WA 99350	Attn: Sharvan Khullar 1232 Meade Ave Prosser, WA 99350	122225
N and N Inc dba Southeast BP	Attn: Prithvi Raj 8000 Garners Ferry Rd Columbia, SC 29209	210 Village Lane Columbia, SC 29209	115327
Namira Fresh Food	Attn: Jorge Ledo 1657 N Miami Ave Ste D Miami, FL 33136	5890 NW 7th Ave Miami, FL 33127	118609
National Alliance of Trade Associations, LLC	Attn: Suleman Shamsuddin c/o Reliance & Reliance LLC 17225 US-64 Somerville, TN 38068	Attn: Suleman Shamsuddin c/o Reliance & Reliance LLC 17225 US-64 Somerville, TN 38068	123548
National Alliance of Trade Associations, LLC	Attn: Muhammed Akhar c/o Rise Investments LLC 5495 Hwy 57 Rossville, TN 38066	Attn: Muhammed Akhar c/o Rise Investments LLC 5495 Hwy 57 Rossville, TN 38066	123549
National Alliance of Trade Associations, LLC	Attn: Fahim Janmir c/o Rownag Corp c/o Stoneycreek Convenience Store 12427 Booth Rd Stony Creek, VA 23882	Attn: Fahim Janmir c/o Rownag Corp c/o Stoneycreek Convenience Store 12427 Booth Rd Stony Creek, VA 23882	123550

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
National Alliance of Trade Associations, LLC	Attn: Nimira Surmawala c/o Beer & Tobacco Inc. 4788 Bethel Road #102 Olive Branch, MS 38654	Attn: Nimira Surmawala c/o Beer & Tobacco Inc. 4788 Bethel Road #102 Olive Branch, MS 38654	123551
National Alliance of Trade Associations, LLC	Attn:Ed Rehmat c/o Jerman Inc. 624 Rasco Rd W South Haven, MS 38671	Attn:Ed Rehmat c/o Jerman Inc. 624 Rasco Rd W South Haven, MS 38671	123684
National Alliance of Trade Associations, LLC	Attn: Akbar Ali c/o County Corner Stores Inc DBA D'Amores Market 4814 Broad St Rd Louisa, VA 23093	Attn: Akbar Ali c/o County Corner Stores Inc DBA D'Amores Market 4814 Broad St Rd Louisa, VA 23093	124710
National Alliance of Trade Associations, LLC	Attn: Amin Merchant c/o Colonial Market Place 3220 Blvd Colonial Heights, VA 23834	Attn: Amin Merchant c/o Colonial Market Place 3220 Blvd Colonial Heights, VA 23834	127415
National Alliance of Trade Associations, LLC	Attn: Naushad Ri Haiden c/o Manhc Corp. 513 W Euless Blvd Euless, TX 76040	Attn: Naushad Ri Haiden c/o Manhc Corp. 513 W Euless Blvd Euless, TX 76040	128857
National Alliance of Trade Associations, LLC	Attn: Shabir Kaba c/o Slzee Inc T/A Horizon Food 6141 Charles City Rd Richmond, VA 23231	Attn: Shabir Kaba c/o Slzee Inc T/A Horizon Food 6141 Charles City Rd Richmond, VA 23231	129442
National Alliance of Trade Associations, LLC	Attn: Ramesh Nangunoori c/o PQ Mart LLC Trojan PQ 112 Old Wire Rd Washburn, MO 65772	Attn: Ramesh Nangunoori c/o PQ Mart LLC Trojan PQ 112 Old Wire Rd Washburn, MO 65772	130229
National Alliance of Trade Associations, LLC	Attn: Ramesh Nangunoori c/o Package Liquors LLC Country Package, 26131 Hwy 37 Washburn, MO 65745	Attn: Ramesh Nangunoori c/o Package Liquors LLC Country Package, 26131 Hwy 37 Washburn, MO 65745	130230
National Alliance of Trade Associations, LLC	Attn: Ramesh Nangunoori c/o Anjali Investments LLC 32862 State Hwy 37 Seligman, MO 65745	Attn: Ramesh Nangunoori c/o Anjali Investments LLC 32862 State Hwy 37 Seligman, MO 65745	130232

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
National Alliance of Trade Associations, LLC	Attn: Akbar Au c/o Country Corner Store LLC c/o Taylors Cafe 1924 Sandy Hook Rd Goochland, VA 23063	Attn: Akbar Au c/o Country Corner Store LLC c/o Taylors Cafe 1924 Sandy Hook Rd Goochland, VA 23063	130342
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o Monticello Express 429 Hwy. 425 North Monticello, AR 71655	Attn: Rahul Kumar c/o Monticello Express 429 Hwy. 425 North Monticello, AR 71655	130349
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o H S Gas n Go 619 W Main St Heber Springs, AR 72543	Attn: Rahul Kumar c/o H S Gas n Go 619 W Main St Heber Springs, AR 72543	130350
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o London Foodmart LLC 10465 US-64 London, AR 72847	Attn: Rahul Kumar c/o London Foodmart LLC 10465 US-64 London, AR 72847	130351
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o 4 Way Quick Stop 103 N 5th St Scranton, AR 72863	Attn: Rahul Kumar c/o 4 Way Quick Stop 103 N 5th St Scranton, AR 72863	130352
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o ASM Enterprise LLC 6965 AR-22 Subiaco, AR 72865	Attn: Rahul Kumar c/o ASM Enterprise LLC 6965 AR-22 Subiaco, AR 72865	130353
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o Porkey's Foodman LLC 25145 AR-109 Scranton, NJ 72803	Attn: Rahul Kumar c/o Porkey's Foodman LLC 25145 AR-109 Scranton, NJ 72803	130354
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o H&M Foodmart 29 Pattons Road Wooster, AR 72181	Attn: Rahul Kumar c/o H&M Foodmart 29 Pattons Road Wooster, AR 72181	130355
National Alliance of Trade Associations, LLC	Attn: Altaf R. Kapadia c/o Vintage Market Corporation 3103 Scottsville Rd Charlottesville, VA 22902	Attn: Altaf R. Kapadia c/o Vintage Market Corporation 3103 Scottsville Rd Charlottesville, VA 22902	130403
National Alliance of Trade Associations, LLC	Attn: Altaf Kapadia c/o Raas Inc. 740 Adkins Rd N Chesterfield, VA 23236	Attn: Altaf Kapadia c/o Raas Inc. 740 Adkins Rd N Chesterfield, VA 23236	130404

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
National Alliance of Trade Associations, LLC	Attn: Altaf Kapadia c/o RAAS Investments Ltd. c/o Luckys 2156 Huguenot Trail Powhatan, VA 23139	Attn: Altaf Kapadia c/o RAAS Investments Ltd. c/o Luckys 2156 Huguenot Trail Powhatan, VA 23139	130405
National Alliance of Trade Associations, LLC	Attn: Aisheen Panjuani c/o Eshal LLC DBA EzGo Mart 1913 Anderson Hwy Cumberland, VA 23040	Attn: Aisheen Panjuani c/o Eshal LLC DBA EzGo Mart 1913 Anderson Hwy Cumberland, VA 23040	130445
National Alliance of Trade Associations, LLC	Attn: Sadiq Sajwani c/o Asia Petroleum LLC DBA Al's Market Place 3440 Anderson Hwy Powhatan, VA 23139	Attn: Sadiq Sajwani c/o Asia Petroleum LLC DBA Al's Market Place 3440 Anderson Hwy Powhatan, VA 23139	134594
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o Diamond Liquor Enterprises LLC 8200 Landers Road N Little Rock, AR 72117	Attn: Rahul Kumar c/o Diamond Liquor Enterprises LLC 8200 Landers Road N Little Rock, AR 72117	134884
National Alliance of Trade Associations, LLC	Attn: Aziz Lalani c/o ZNA Enterprises D/B/A Marion Corner Store 824 Hwy 64 Marion, AR 72364	Attn: Aziz Lalani c/o ZNA Enterprises D/B/A Marion Corner Store 824 Hwy 64 Marion, AR 72364	139844
National Alliance of Trade Associations, LLC	Attn: Mr. Akbar 14403 Walters Road Suite 682016 Houston, TX 77014	N/A – GLOBAL AGREEMENT	N/A

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EXHIBIT 2
CONTRACTS AND/OR LEASES TO BE REJECTED

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

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Fuel Centers Environmental Management LLC dba DFW Oil Energy LLC**	Attn: Sami N Ebrahim and Essam Shehata 1111 N Belt Line #100 Garland, TX 75040	c/o Payless Fuel Center Coit/190 18120 Coit Rd Dallas, TX 75252	119410
		c/o FM 2 3313 Long Prairie Rd Flower Mound, TX 75022	119696
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Gators Computers LLC	Attn: William McNeel 89 North Columbus Ave Louisville, MS 39339-2600	87 N Columbus Ave Louisville, MS 39339	116267
Gators Computers LLC	Attn: William Mcneel 89 North Columbus Ave Louisville, MS 39339-2600	6195 Highway 45 ALT South West Point, MS 39773	118448
Gators in Philadelphia	Attn: William McNeel 89 North Columbus Ave Louisville, MS 39339-2600	229 W Beacon St Philadelphia, MS 39350	115368
Get Pro Tech Inc.	Attn: Fiaz Ahmad 1604 7th St Moline, IL 61265	Attn: Fiaz Ahmad 1604 7th St Moline, IL 61265	118016
Gizmos Mini Mart LLC	Attn: Hanif Brown 708 Boulevard East A1 Weehawken, NJ 07086	332 W Broadway Suite 105 Louisville, KY 40202	116769
Global Postal Center	Attn: Kenneth Villacorta 21704 Devonshire St Los Angeles, CA 91311	Attn: Kenneth Villacorta 21704 Devonshire St Los Angeles, CA 91311	122475
Good 2 Go Auto Group LLC	Attn: Ryan Ansley 2245 W Sugar Creek Rd Charlotte, NC 28262-3142	Attn: Ryan Ansley 2245 W Sugar Creek Rd Charlotte, NC 28262-3142	116130
Good Time Liquors	Attn: Aaron Klunthong 5805 N 56th St Tampa, FL 33610	Attn: Aaron Klunthong 5805 N 56th St Tampa, FL 33610	118651
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Hammerhead Tattoo	Attn: Benjamin Duarte 2521 S Archer Ave Chicago, IL 60608	Attn: Benjamin Duarte 2521 S Archer Ave Chicago, IL 60608	124006
Henderson Oil Co.**	Attn: John Haigh 745 Ashe St Hendersonville, NC 28792	310 Rosman Hwy Brevard, NC 28712	141991
		508 NC-9 Black Mountain, NC 28711	141993
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HKR Inc	Attn: Harpal Singh 4315 West Dickman Rd Springfield, MI 49037	Attn: Harpal Singh 4315 West Dickman Rd Springfield, MI 49037	120642
Hock It to Me Pawn	Attn: Kory Simmons 526 Louisiana Blvd SE Albuquerque, NM 87108	Attn: Kory Simmons 526 Louisiana Blvd SE Albuquerque, NM 87108	119183
Holi Water LLC	Attn: Dante Orpilla 114 Kamehameda Ave Hilo, HI 96720	284 Keawe St Hilo, HI 96720	124005
Hop In	Attn: Ashwin Pokharel 214 E Walnut St Coleman, TX 76834	Attn: Ashwin Pokharel 214 E Walnut St Coleman, TX 76834	116127
Hopkins Liquor Store	Attn: Chanmakara Lee 712 11th Ave S Hopkins, MN 55343	Attn: Chanmakara Lee 712 11th Ave S Hopkins, MN 55343	116972
Hutchinson Oil Company, LLC	Attn: Brian Hutchinson PO Box 767 Elk City, OK 73648	320 S Clarence Nash Blvd Watonga, OK 73772	115351

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Hutchinson Oil Company, LLC	Attn: Brian Hutchinson PO Box 767 Elk City, OK 73648	2001 E 7th St Elk City, OK 76344	115352
Hutchinson Oil Company, LLC	Attn: Brian Hutchinson PO Box 767 Elk City, OK 73648	2136 W Gary Blvd Clinton, OK 73601	115354
iBuy4Resale, Inc	Attn: David Kosciusko 1530 Mineral Spring Ave North Providence, RI 02904	Attn: David Kosciusko 1530 Mineral Spring Ave North Providence, RI 02904	121598
Independence Mall Holding, LLC	Attn: Matt Ilbak 18801 East 39th St S Ste 2035 Independence, MO 64057	18801 East 39th St S Independence, MO 64057	142002
iPhix I.T. LLC	Attn: Dustin Peterson 516 Church St Ottumwa, IA 52501	Attn: Dustin Peterson 516 Church St Ottumwa, IA 52501	117932
ISA Food Inc.	Attn: Arshadullah Falah 2610 N 40th St Tampa, FL 33605	Attn: Arshadullah Falah 2610 N 40th St Tampa, FL 33605	118750
J2Z Ventures LLC	Attn: Rahim Bahadur Ali Jindani 4050 Haltom Rd Haltom City, TX 76117	1427 W Shady Grove Rd Irving, TX 75060	115360
Jay Gurudev LLC	Attn: Prafulbhai C Patel 1130 Springdale Rd Rock Hill, SC 29730	Attn: Prafulbhai C Patel 1130 Springdale Rd Rock Hill, SC 29730	116203
JAY RAJ INC DBA Central Warehouse Liquor	Attn: Tarun Patel 1060 Broad St Central Falls, RI 02863	Attn: Tarun Patel 1060 Broad St Central Falls, RI 02863	119693
John A. Spencer Oil Company Inc.	Attn: John Spencer 3080 Kernersville Rd Winston-Salem, NC 27107	Attn: John Spencer 3080 Kernersville Rd Winston-Salem, NC 27107	117528
Kanta LLC	Attn: Baljinder Singh 110 W Stockbridge Site B Kalamazoo, MI 49001	Attn: Baljinder Singh 110 W Stockbridge Site B Kalamazoo, MI 49001	119111
Kartaar AAG, Inc.	Attn: Gurwinder Singh 1366 Portage Street Kalamazoo, MI 49001	Attn: Gurwinder Singh 1366 Portage Street Kalamazoo, MI 49001	116401
Ken's SuperFair Foods	Attn: Paul Vetch 2105 6th Ave SE Aberdeen, SD 57401	106 N. Commercial Street Clark, SD 57225	139994

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Keys Technology Services Inc	Attn: Piotr Staniak 916A Kennedy Dr Key West, FL 33040	Attn: Piotr Staniak 916A Kennedy Dr Key West, FL 33040	122489
Killeen Mall	Attn: Bruce H Wood 2100 South WS Young Drive Killeen, TX 76543	Attn: Bruce H Wood 2100 South WS Young Drive Killeen, TX 76543	128175
King's Mart Inc.	Attn: Mahmmmd Badwan 1551 Hartman Ln Belleville, IL 62221	Attn: Mahmmmd Badwan 1551 Hartman Ln Belleville, IL 62221	108891
Kirby Food & Liquor	Attn: Lenish Kumar 303 Cedar St Champaign, IL 61820	Attn: Lenish Kumar 303 Cedar St Champaign, IL 61820	108637
Kona Reef Liquor & Deli	Attn: Allan Lee 75-6082 Ali'i Dr Kailua-Kona, HI 96740	Attn: Allan Lee 75-6082 Ali'i Dr Kailua-Kona, HI 96740	136862
Krikar LLC	Attn: Karthik Bharadwaj Pothumachi 1940 N Farwell Ave Milwaukee, WI 53202	Attn: Karthik Bharadwaj Pothumachi 1940 N Farwell Ave Milwaukee, WI 53202	115193
Kut Above Barber Shop	Attn: Ryan Ansley 2245 W Sugar Creek Rd Charlotte, NC 28262-3142	2807 W Sugar Creek Rd Charlotte, NC 28262	116129
L&A Music & Pawn LLC	Attn: Tony Langley 6215 Bells Ferry Rd Suite 300 Acworth, GA 30102	Attn: Tony Langley 6215 Bells Ferry Rd Suite 300 Acworth, GA 30102	123562
Lavanderia Abuelos, LLC	Attn: Levi Roy Wood 506 S Nursery Rd Ste 100 Irving, TX 75060	Attn: Levi Roy Wood 506 S Nursery Rd Ste 100 Irving, TX 75060	119932
Lavender Laundromat	Attn: Chandrabhanu Ranaweera 15330 Meadow Rd Lynwood, WA 98087	Attn: Chandrabhanu Ranaweera 14227 Tukwilia International Blvd Tukwila, WA 98168	123314
Liberty Wireless of NC Inc	c/o Liberty Wireless I Attn: Mohammad Almersal 3321 Freedom Dr Charlotte, NC 28208	Attn: Mohammad Almersal 4003 Roschaven Dr Charlotte, NC 28205	147044
LifeLine Repairs, Inc.	3220 Cobb Pkwy Atlanta, GA 30339	3220 Cobb Pkwy Atlanta, GA 30339	141713
Lionhart Capital dba Richland Mall Holdings	2209 Richland Mall Mansfield, OH 44906	2209 Richland Mall Mansfield, OH 44906	128173

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Liquor Palace DBA A One Liquor Inc	Attn: Zalak Patel 3415 Breckenridge Ln Louisville, KY 40220	Attn: Zalak Patel 3415 Breckenridge Ln Louisville, KY 40220	116397
M&A Enterprises Inc.	Attn: Sharvan Khullar 20 Merlot Dr. Prosser, WA 99350	Attn: Sharvan Khullar 20 Merlot Dr. Prosser, WA 99350	122231
Maa Baba Alliance LLC	Attn: Syeda Jahan 12201 N Florida Ave Tampa, FL 33612	Attn: Syeda Jahan 12201 N Florida Ave Tampa, FL 33612	118899
Mac Food Mart-Brookwood	Attn: Ray McIntosh 10317 Buffton Rd Fort Wayne, IN 46809-3026	Attn: Ray McIntosh 10317 Buffton Rd Fort Wayne, IN 46809-3026	117466
MACNARB DVD LLC	Attn: Gregory Spanier 1505 OldField Dr Gautier, MS 39553-7517	2307 US-90 Gautier, MS 39553	114716
Mail Central Services	Attn: Troyekia Wynn 4813 Ridge Rd #11 Douglasville, GA 30134	Attn: Troyekia Wynn 4813 Ridge Rd #11 Douglasville, GA 30134	118612
Maruti 101 Corporation	Attn: Tejas Prabhudas Patel 4193 Hamilton Cleves Rd Fairfield, OH 45014	Attn: Tejas Prabhudas Patel 4193 Hamilton Cleves Rd Fairfield, OH 45014	123333
Mayflower Emerald Square LLC	Attn: Kenneth W Hamilton c/o Jones Lang LaSalle Americas Inc 14190 Collections Center Drive Chicago, IL 60693	Attn: Kenneth W Hamilton 999 S Washington St North Attleborough, MA 02760	128169
Maynard's Food Center	Attn: Gary Carlson 627 1st Ave Westbrook, MN 56183	Attn: Gary Carlson 627 1st Ave Westbrook, MN 56183	140997
Mccurdy's Liquor	Attn: Rupinder Kaur 5700 Dollarway Rd Pinebluff, AR 71602	Attn: Rupinder Kaur 5700 Dollarway Rd Pinebluff, AR 71602	122701
Miguel Barcenas	c/o Deco Facil 1238 S Beach Blvd Suite G Anaheim, CA 92804-4828	c/o Deco Facil 1238 S Beach Blvd Suite G Anaheim, CA 92804-4828	118829
Miska's Corner Store	Attn: Pritesh Patel 365 E North Ave. Glendale Heights, IL 60139	Attn: Pritesh Patel 365 E North Ave. Glendale Heights, IL 60139	115359

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R&A Wireless World Inc.**	3680 W. Oakland Park Blvd. Lauderdale Lakes, FL 33311	Attn: Riyadh Ahmad 3680 W. Oakland Park Blvd. Lauderdale Lakes, FL 33311	123561
		Riyad Ahmad 8882 NW 7th Ave. Miami, FL 33150	128008
Monroe High Mart LLC	Attn: Youssef Alnhlaw 172 Main St Monroe, CT 06468	Attn: Youssef Alnhlaw 172 Main St Monroe, CT 06468	115371
Moser's	Attn: Denny Lee 900 North Keene Columbia, MO 65201	Attn: Denny Lee 900 North Keene Columbia, MO 65201	139838
Mountain Liquor Stores 1& 2, LLC	Attn: Manuel Torres 912 Texas Ave 3710 Shepperd Apt B El Paso, TX 79904	Attn: Manuel Torres 912 Texas Ave 3710 Shepperd Apt B El Paso, TX 79904	115194
MS Prosser Group LLC	Attn: Sharvan Khullar 1232 Meade Ave Prosser, WA 99350	Attn: Sharvan Khullar 1232 Meade Ave Prosser, WA 99350	122225
N and N Inc dba Southeast BP	Attn: Prithvi Raj 8000 Garners Ferry Rd Columbia, SC 29209	210 Village Lane Columbia, SC 29209	115327
Namira Fresh Food	Attn: Jorge Ledo 1657 N Miami Ave Ste D Miami, FL 33136	5890 NW 7th Ave Miami, FL 33127	118609
National Alliance of Trade Associations, LLC	Attn: Suleman Shamsuddin c/o Reliance & Reliance LLC 17225 US-64 Somerville, TN 38068	Attn: Suleman Shamsuddin c/o Reliance & Reliance LLC 17225 US-64 Somerville, TN 38068	123548
National Alliance of Trade Associations, LLC	Attn: Muhammed Akhar c/o Rise Investments LLC 5495 Hwy 57 Rossville, TN 38066	Attn: Muhammed Akhar c/o Rise Investments LLC 5495 Hwy 57 Rossville, TN 38066	123549
National Alliance of Trade Associations, LLC	Attn: Fahim Janmir c/o Rownag Corp c/o Stoneycreek Convenience Store 12427 Booth Rd Stony Creek, VA 23882	Attn: Fahim Janmir c/o Rownag Corp c/o Stoneycreek Convenience Store 12427 Booth Rd Stony Creek, VA 23882	123550

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National Alliance of Trade Associations, LLC	Attn: Nimira Surmawala c/o Beer & Tobacco Inc. 4788 Bethel Road #102 Olive Branch, MS 38654	Attn: Nimira Surmawala c/o Beer & Tobacco Inc. 4788 Bethel Road #102 Olive Branch, MS 38654	123551
National Alliance of Trade Associations, LLC	Attn:Ed Rehmat c/o Jerman Inc. 624 Rasco Rd W South Haven, MS 38671	Attn:Ed Rehmat c/o Jerman Inc. 624 Rasco Rd W South Haven, MS 38671	123684
National Alliance of Trade Associations, LLC	Attn: Akbar Ali c/o County Corner Stores Inc DBA D'Amores Market 4814 Broad St Rd Louisa, VA 23093	Attn: Akbar Ali c/o County Corner Stores Inc DBA D'Amores Market 4814 Broad St Rd Louisa, VA 23093	124710
National Alliance of Trade Associations, LLC	Attn: Amin Merchant c/o Colonial Market Place 3220 Blvd Colonial Heights, VA 23834	Attn: Amin Merchant c/o Colonial Market Place 3220 Blvd Colonial Heights, VA 23834	127415
National Alliance of Trade Associations, LLC	Attn: Naushad Ri Haiden c/o Manhc Corp. 513 W Euless Blvd Euless, TX 76040	Attn: Naushad Ri Haiden c/o Manhc Corp. 513 W Euless Blvd Euless, TX 76040	128857
National Alliance of Trade Associations, LLC	Attn: Shabir Kaba c/o Slzee Inc T/A Horizon Food 6141 Charles City Rd Richmond, VA 23231	Attn: Shabir Kaba c/o Slzee Inc T/A Horizon Food 6141 Charles City Rd Richmond, VA 23231	129442
National Alliance of Trade Associations, LLC	Attn: Ramesh Nangunoori c/o PQ Mart LLC Trojan PQ 112 Old Wire Rd Washburn, MO 65772	Attn: Ramesh Nangunoori c/o PQ Mart LLC Trojan PQ 112 Old Wire Rd Washburn, MO 65772	130229
National Alliance of Trade Associations, LLC	Attn: Ramesh Nangunoori c/o Package Liquors LLC Country Package, 26131 Hwy 37 Washburn, MO 65745	Attn: Ramesh Nangunoori c/o Package Liquors LLC Country Package, 26131 Hwy 37 Washburn, MO 65745	130230
National Alliance of Trade Associations, LLC	Attn: Ramesh Nangunoori c/o Anjali Investments LLC 32862 State Hwy 37 Seligman, MO 65745	Attn: Ramesh Nangunoori c/o Anjali Investments LLC 32862 State Hwy 37 Seligman, MO 65745	130232

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National Alliance of Trade Associations, LLC	Attn: Akbar Au c/o Country Corner Store LLC c/o Taylors Cafe 1924 Sandy Hook Rd Goochland, VA 23063	Attn: Akbar Au c/o Country Corner Store LLC c/o Taylors Cafe 1924 Sandy Hook Rd Goochland, VA 23063	130342
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o Monticello Express 429 Hwy. 425 North Monticello, AR 71655	Attn: Rahul Kumar c/o Monticello Express 429 Hwy. 425 North Monticello, AR 71655	130349
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o H S Gas n Go 619 W Main St Heber Springs, AR 72543	Attn: Rahul Kumar c/o H S Gas n Go 619 W Main St Heber Springs, AR 72543	130350
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o London Foodmart LLC 10465 US-64 London, AR 72847	Attn: Rahul Kumar c/o London Foodmart LLC 10465 US-64 London, AR 72847	130351
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o 4 Way Quick Stop 103 N 5th St Scranton, AR 72863	Attn: Rahul Kumar c/o 4 Way Quick Stop 103 N 5th St Scranton, AR 72863	130352
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o ASM Enterprise LLC 6965 AR-22 Subiaco, AR 72865	Attn: Rahul Kumar c/o ASM Enterprise LLC 6965 AR-22 Subiaco, AR 72865	130353
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o Porkey's Foodman LLC 25145 AR-109 Scranton, NJ 72803	Attn: Rahul Kumar c/o Porkey's Foodman LLC 25145 AR-109 Scranton, NJ 72803	130354
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o H&M Foodmart 29 Pattons Road Wooster, AR 72181	Attn: Rahul Kumar c/o H&M Foodmart 29 Pattons Road Wooster, AR 72181	130355
National Alliance of Trade Associations, LLC	Attn: Altaf R. Kapadia c/o Vintage Market Corporation 3103 Scottsville Rd Charlottesville, VA 22902	Attn: Altaf R. Kapadia c/o Vintage Market Corporation 3103 Scottsville Rd Charlottesville, VA 22902	130403
National Alliance of Trade Associations, LLC	Attn: Altaf Kapadia c/o Raas Inc. 740 Adkins Rd N Chesterfield, VA 23236	Attn: Altaf Kapadia c/o Raas Inc. 740 Adkins Rd N Chesterfield, VA 23236	130404

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National Alliance of Trade Associations, LLC	Attn: Altaf Kapadia c/o RAAS Investments Ltd. c/o Luckys 2156 Huguenot Trail Powhatan, VA 23139	Attn: Altaf Kapadia c/o RAAS Investments Ltd. c/o Luckys 2156 Huguenot Trail Powhatan, VA 23139	130405
National Alliance of Trade Associations, LLC	Attn: Aisheen Panjuani c/o Eshal LLC DBA EzGo Mart 1913 Anderson Hwy Cumberland, VA 23040	Attn: Aisheen Panjuani c/o Eshal LLC DBA EzGo Mart 1913 Anderson Hwy Cumberland, VA 23040	130445
National Alliance of Trade Associations, LLC	Attn: Sadiq Sajwani c/o Asia Petroleum LLC DBA Al's Market Place 3440 Anderson Hwy Powhatan, VA 23139	Attn: Sadiq Sajwani c/o Asia Petroleum LLC DBA Al's Market Place 3440 Anderson Hwy Powhatan, VA 23139	134594
National Alliance of Trade Associations, LLC	Attn: Rahul Kumar c/o Diamond Liquor Enterprises LLC 8200 Landers Road N Little Rock, AR 72117	Attn: Rahul Kumar c/o Diamond Liquor Enterprises LLC 8200 Landers Road N Little Rock, AR 72117	134884
National Alliance of Trade Associations, LLC	Attn: Aziz Lalani c/o ZNA Enterprises D/B/A Marion Corner Store 824 Hwy 64 Marion, AR 72364	Attn: Aziz Lalani c/o ZNA Enterprises D/B/A Marion Corner Store 824 Hwy 64 Marion, AR 72364	139844
National Alliance of Trade Associations, LLC	Attn: Mr. Akbar 14403 Walters Road Suite 682016 Houston, TX 77014	N/A – GLOBAL AGREEMENT	N/A

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